Indiana Department of Insurance Filing Company Checklist

Group Accident & Health Policy Review Standards
(Checklist <u>must</u> be submitted with filing—attach as PDF document if filing electronically)

Company Nam	ne		NAIC #	
Form number(Filing date			
To be used wit	h (Check all that apply.) ☐ Small Group ☐ Multiple Emp			
Check all that ☐ Major Medic ☐ Specified Di	(Some types may be exempt from certain filing apply. cal □ Accident Only □ Dental □ Vision sease □ Short Term Medical □ Indemnity Coverage for Medicare Eligible Only □ Other □	□ Disabi Only □ S	lity Income upplemental Pla	an
Statute/Regulation/ Bulletin	Requirement	N/A	Location in submitted documents	For IDOI USE ONLY Yes/No/Comments
General Filing			documents	
Requirements				
IC 27-1-3-15	Filing Fee—We will bill you quarterly for each form contained in the filing and for each company the form is filed for. The per form fee is \$35 or the retaliatory fee based on your state of domicile. PLEASE DO NOT submit any filing fees with your filing.			
Bulletin 125	NAIC Standard A&H Transmittal Sheet— Use coding from NAIC Uniform Product Coding Matrix— Links to these items on the <u>IDOI website</u> or <u>www.naic.org</u>			
IC 27-1-26	Flesch readability certification			
Bulletin 125	A cover letter (ONLY if all the following information is not included on the NAIC Standard A&H Transmittal Sheet): a) A reference "Re:" line with the insurance company's name and NAIC number, and the			
	form number of each form to be filed.			
	b) If there are numerous forms in one filing, please list them on a separate sheet of paper and indicate in the reference line "see attached list." Please list the most important form first and keep the same order in related correspondence			
	c) The name of a contact person, w/ e-mail address, telephone and fax numbers. All correspondence will be done via e-mail when possible. On all e-mails and other correspondence, please include NAIC number, Company Name and lead form number. Any submission of additional forms or materials should include a separate response letter, for each filing being addressed.			
	 d) The nature of the insurance product (e.g. Medicare Supplement, individual, small group, association group, employer group health, etc.) 			

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Bulletin 125	A postage-paid, self-addressed envelope of adequate size			
	to hold the "approved" or "filed" stamped duplicate correspondence and any extra copies of forms that you			
	wish to have returned. (There is no need to send more			
	than one copy of the forms.)			
Bulletin 125	If the filing is submitted by an outside consulting firm, a			
	letter giving authorization to file on behalf of the company.			
	If you are filing for multiple companies, you must submit an			
	authorization from each company, list each company			
	separately on the cover letter by NAIC #, Company Name			
	and form #. And you must submit a separate			
	filing/retaliatory fee for each company.			
Required Provisions for	The following rights of insurers and insureds must be			
Group A&H Policies	disclosed in group accident and sickness policies issued in			
	Indiana. Exact wording is not required, as long as the			
	substance matches the statutory language, or is more			
IC 27-8-5-19(c)(1)	favorable to the insured or policyholder. GRACE PERIOD: The policyholder has a grace period of			
10 27-8-5-19(0)(1)	31 days for payment of premium due, except the first			
	premium. Policy remains in force during the grace period,			
	but insurer may hold claims incurred during grace period			
	until premium is received.			
IC 27-8-5-19(c)(2)	INCONTESTABILITY: Validity of policy may not be			
(-)(-)	contested after 2 years except for a) nonpayment of			
	premiums, or if b) the disputed statement is in a written			
	instrument signed by insured. Ineligibility of insured or			
	enrollee under the policy may be disputed any time.			
IC 27-8-5-19(c)(3)	COPY OF APPLICATION: If there is an application, a			
	copy must be attached to the policy at issue. Statements			
	made by persons insured are representations, not			
	warranties, and must be provided to insured persons in case of a dispute.			
IC 27-8-5-19(c)(4)	EVIDENCE OF INSURABILITY: Insurers may reserve the			
10 27-8-3-19(0)(4)	right to require individual evidence of insurability as a			
	condition of coverage.			
IC 27-8-5-19(c)(5)	PRE-EXISTING CONDITION LIMITATIONS: For policies			
10 21 0 0 10(0)(0)	other than those described in section IC 27-8-5-2.5(a)(1)			
	through 2.5(a)(8), any additional exclusions or limitations			
	for a disease or physical condition that existed before the			
	effective date, a) may apply only if advice or treatment was			
	received during 6 months before effective date and b) may			
	not apply to a loss or disability beginning after 12 months			
	or 18 months if a late enrollee.			
IC 27-8-5-19(c)(6)	EXCLUSIONS OR LIMITATIONS: For policies described			
	in IC 27-8-5-2.5(a)(1) through 2.5(a)(8), any additional			
	exclusions or limitations for a disease or physical condition that existed before the effective date, a) may apply only if			
	advice or treatment was received during 365 days before			
	effective date and b) may not apply to a loss or disability			
	beginning after the earlier of: 1) 365 days after effective			
	date of coverage which no medical advice or treatment or			
	2) 2 years after coverage began.			
IC 27-8-5-2.5	PRE-EXISTING CONDITIONS: 12 months, but credit			
	must be given for previous small group creditable			
10.00.00.00.00.00.00.00.00.00.00.00.00.0	coverage. 12-month look-back. No permanent waivers.			
IC 27-8-5-19(c)(7)	MISSTATEMENT OF AGE: Clear statement of how			
	premiums, benefits or both will be fairly adjusted if covered			
	person's age is misstated and if premiums and benefits vary by age.			
IC 27-8-5-19(c)(8)	CERTIFICATE: Insurer must issue to policyholder, for			
10 21-0-0-13(0)(0)	delivery to each insured person, a certificate of coverage			
	explaining the protection, to whom the benefits are			
	payable, and each family member and dependent's			
	coverage. (See below for debtor's certificate.)			
IC 27-8-5-19(c)(9)	TIMELY NOTICE OF CLAIM: Insured must provide written			
` ' '	notice of claim within 20 days after occurrence or			
	commencement of loss, or as soon as reasonably			
	possible.			

of loss within 15 days of notice of claim, or claimants can submit their own. PROOF DE LOSS: 3) For disability claim, written proof of loss must be provided within 90 days of commencement of insure's faibility and at reasonable intervals thereafter if within 90 days of loss. Collaim with not the reduced if (a) or (b) was not reasonably possible but no later than 1 year after requirement. IC 27-8-5-3(a)(8) C 27-8-5-3(a)(8) C LEAN CLAIMS: An insurer shall pay or deny each clean claim as follows: (1) If the claim is filled on paper, within forty-later than as follows: (1) If the claim is filled on paper, within forty-later than surer. (2) If the claim is filled on paper, within forty-later than surer. (2) If the claim is filled on paper, within forty-later than surer. (3) If the claim is filled on paper, within forty-later than surer. (3) If the claim is filled on paper, within forty-later than surer. (3) If the claim is filled on paper, within forty-later than surer. (3) If the claim is filled on paper, within forty-later than surer. (3) If the claim is filled on paper, within forty-later than surer. (3) If the claim is filled on paper, within forty-later than surer. (3) If the claim is filled on paper, within forty-later than surer. (3) If the claim is filled on paper, within forty-later than surer. (4) If the claim is filled on the claim is filled on the claim in the surer subsequently pays the claim: the insurer shall pay the provider that submitted the claim interest on the accident and schees insurance policy allowable amount of the claim in the surer surer. (4) If the claim is surer shall pay the provider that submitted the claim interest on the accident and schees insurance policy allowable amount of the claim is near surer. (4) If the claim is near surer. (5) If the claim is near surer shall pay the provider later than a part surer shall pay the surer shall pay the part of later than surer shall pay the			1	Т	
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five (45) days after the date the claim is received by the insurer. If an insurer falls to pay or deny a clean claim in the time required under subsection (a); and the insurer subsequently pays the claim; the insurer shall pay the provider that submitted the claim interest on the accident and sickness insurance policy allowable amount of the claim paid under this section. ITMELY PAYMENT OF CLAIMS: all benefits payable under the policy (other than benefits for loss of time) will be paid in accordance with IC 27-8-57; and subject to due proof of loss, all accrued benefits under the policy for loss of time will be paid on teless frequently than monthly during the continuance of the period for which the insurer is liable, and any balance remaining unpeal at the termination of the period for which the insurer is liable, and any balance remaining unpeal at the termination of the period for which the insurer is liable will be paid as soon as possible after receipt of the proof of loss. IC 27-8-5-19(c)(13) BENEFICIARIES: Loss of life benefits are paid to the beneficiary designated by the insured. If the policy contains conditions pertaining to family status the policy terms apply. All other benefits payable to the person insured. Insurer may also choose to pay up to \$5000 to a relative by blood or marriage if beneficiary is an estate or a minor. (Does not apply to policies insuring lives of debiors.) PHYSIGAL EXAMINATION AND AUTOPSY: Insurer has the right to examine the person during the pendency of a claim or to conduct an autopsy in case of death, unless prohibited by law. IC 27-8-5-19(c)(15) IC 27-8-5-19(c)(16) DETOTRIC SCHEFIECATE: If policy insured ebetors, it is insured insurance insurance insurance in the person of the policy before 80 days after proof of loss is field, and not later than 3 years after proof of loss is field, and not later than 3 years after proof of loss is required to be filed.* CZ7-8-5-19(c)(17) PROTECTION PORD ISABLED DEPENDENT: If policy insures debtors, the insurer will furnish to		within thirty (30) days after the date the claim is received			
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	IC 27-8-28, IC 27-8-29	Grievance and appeals procedures: Provisions should be			
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(1) internal grievances, (2) internal appeals, and (3)					
external appeals, and the related time frames for each tier.					
	Bulletin 128				
	Duilelli 120				
Department of Insurance		Department of insurance	<u> </u>		

27-8-5-28, Bulletin 153	Coverage of a child of the policyholder, upon request, until the child becomes 24 years of age		
Optional Provisions for Group A&H Policies	the dring becomes 24 years or age		
760 IAC 1-38.1	Coordination of Benefits – Required language if included		
Group A & H Policies	Coordination of Benefits – Required language if included		
must provide:			
IC 27-8-5-21	Adopted children		
760 IAC 1-39-7	AIDS, HIV and related conditions IF other diseases		
700 1700 1 00 7	covered (can't be unique exclusion) (Does not apply to specified disease policies)		
IC 27-8-5-26	Breast reconstruction & prosthesis IF mastectomy is covered		
IC 27-8-14.8**	Colorectal cancer screening *		
IC 27-8-5-27**	Dental anesthesia/ hospitalization		
IC 27-8-14.5**	Diabetes treatment, supplies & equipment		
IC 27-8-26	Individuals w/o regard to genetic testing		
IC 27-8-24-4	Minimum postpartum stay (if maternity benefits are offered) and infant screening tests required by IC 16-41		
IC 27-8-24.1**	Inherited metabolic disease		
IC 27-8-14**	Mammography * (Baseline, then 1 per year after 40 unless high risk)		
IC 27-8-5.6-2(b)**	Newborns, unless pregnancy pre-existed issuance of policy	 	
IC 27-8-20	Off-label use of certain drugs, IF drugs are covered		
IC 27-8-14.2-4	Pervasive development disorders including Autism and		
Bulletin 136	Asperger's		
IC 27-8-5-2.5**	Pre-existing conditions after 12 months		
IC 27-8-14.7**	Prostate cancer screening *(1 per year after 50 unless high risk)		
IC 27-8-24.3	Victims of abuse w/o regard to the abuse		
IC 27-8-5-15.6(e)	Substance Abuse Parity—when abuse treatment provided in conjunction with health treatment it must provide coverage in parity with other medical benefits.		
Group A&H Policies must offer	octorage in painty minrounes meaned someone.		
IC 27-8-14.1**	Coverage for Surgical Treatment of Morbid Obesity		
See citations above	All coverage marked with a single asterisk must be offered to non-employer-based groups		
Small Group Policies			
IC 27-8-15-27	Pre-existing conditions after 9 months, 6 month look-back		
IC 27-8-15-29	Late Enrollees may have to wait 15 months		
IC 27-8-15-28	Waiver of exclusion and limitation period		
General Regulatory	Under the authority provided by IC 27-41-4, 27-8-5-1,		
Issues	and 27-8-5-1.5, the Department monitors various issues that have been determined to be unjust, unfair, inequitable, misleading, or deceptive, or that encourage misrepresentation of the policy or potentially constitute unfair trade practices. The following issues will also be reviewed.		
Application questions 27-8-5-1(d)(2) 27-8-5-1.5(l)	Questions regarding an applicant's health cannot inquire about non-specific conditions prior to the most recent five years. Questions inquiring if an applicant has had signs or symptoms of a condition are not permitted. Small employer applications may not require applicants declining coverage to complete health questions.		
Arbitration 27-8-5-1(d)(2)	Mandatory and/or binding arbitration provisions are prohibited.		
First manifest language 27-8-5-19(c)(6) 27-8-5-2.5 27-8-15-27	Typically first manifest type language creates a permanent exclusion of coverage related to a condition present any time prior to the effective date of coverage contrary to any pre-existing condition provisions included in the form. Such inconsistencies are not permitted.		
Foreign language forms Bulletin 106	Foreign language forms must comply with Bulletin 106.		

Large endorsements 27-8-5-1(d)(2)	The Department does not allow use of large or confusing endorsements to bring contracts into compliance. In such		
27-8-5-1(d)(2) 27-8-5-1.5(l)	cases the entire contract should be refiled to incorporate		
27 0 0 1.0(1)	the multiple changes. On a similar note, Indiana specific		
	certificates should be filed rather than file an endorsement		
	to revise another state's certificate.		
Open endorsements	Highly flexible or "blank check" type endorsement forms		
27-8-5-1(d)(2)	that provide unlimited ability to revise forms without		
27-8-5-1.5(I)	regulatory review are not allowed.		
Privacy of health	Employers cannot be asked to reveal or certify the		
information	accuracy of any knowledge they may have regarding an		
27-8-5-1(d)(2)	individual's health condition.		
27-8-5-1.5(I)			
Various fees	Fees charged to accept or process an application are not		
27-8-5-1(d)(2)	allowed. One-time fees such as may be charged to issue a		
27-8-5-1.5(I)	policy are acceptable providing they are clearly labeled		
	and accompanied by a disclosure that the fee is fully		
	refundable if the policy is not issued, not taken or returned during the "free look" period.		
Bulletin 103	No full and final discretion clauses except where policy is		
	governed by ERISA		
760 IAC 1-8	Use of terms "Noncancellable" and "Guaranteed		
	Renewable" must not be misleading		
27-8-5-1(d)(2)	The policy form cannot contain provisions that are unjust,		
27-8-5-1.5(I)	unfair, inequitable, misleading, or deceptive, or that		
	encourage misrepresentation of the policy.		

I hereby certify, pursuant to IC 27-8-5-1.5(i)(1)(C), that the policy form submitted with this checklist meets all requirements of Indiana law.

Filer:	
Printed:	
Company:	
Title:	
Date:	